

AGREEMENT

THIS AGREEMENT dated this 24th day of February, 2004, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and THE ZIMMERMAN AGENCY, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive proposals from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

Create an information architecture content document detailing the content for each section of the website for the Leon County Tourist Development Council; design the look and feel of the site, and work with the IMARCS group for site implementation.

The Contractor agrees to designate a project representative to serve on a Website Coordinating Committee to be comprised of representatives from the County and other contractors or groups so authorized by the County.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The agreement shall be for a period of one (1) year, commencing on March 1, 2004, and shall continue until February 28, 2005. After the initial one (1) year period, at the discretion of the County, the agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current period.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County according to the payment schedule contained in Exhibit A for a total sum of \$ 20,000.00 for the initial year. Fees for any additional services within the initial year or during any extensions of the agreement period shall negotiated and approved in writing by the County prior to any such services.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

11 AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Upon completion or termination of the agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

12. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this agreement for cause.

13. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

14. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

15. PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

17. REVISIONS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

18. VENUE

Venue for all actions arising under this agreement shall lie in Leon County, Florida.

19. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

DRAFT



PROPOSAL

CLIENT: LEON COUNTY TOURIST DEVELOPMENT COUNCIL
FROM: ZCOM2
DATE: FEBRUARY, 4 2004
PROJECT: TALLAHASSEE AREA TOURISM WEBSITE

SCOPE OF SERVICES

Information Structure

Using our experience, the important features from the current website, and input from the Leon County Tourist Development Council members and the Tallahassee Area Convention and Visitors Bureau, ZCOM2 will create an information structure content document from which the foundation of the website will be built. In that document, we will explain in detail the content for each section of the website

After the information architecture document is approved, ZCOM2 will develop page copy where necessary and begin to work with Imarcs Group to gather available text and graphic elements.

Design

Once the information architecture phase of the website is complete, ZCOM2 will design the look and feel of the Leon County Tourist Development Council Website. Completing the information structure first is essential to understand the content flow of the website.

The site's design will reflect the brand look and tone established by The Zimmerman Agency for the Tallahassee area tourism marketing efforts. ZCOM2 will work with the agency's advertising and public relations teams to ensure that the content of the site is correct and up-to-date.

The completed website will include:

1. Home Page
 - a. Logo
 - b. Area Visuals
 - c. Section Links
 - d. Promotional Area
 - e. E-Database Collection
2. Sections
 - a. Lodging Locator
 - b. Activities
 - c. Attractions
 - d. Special Events
 - e. Meetings
 - f. Sports
 - g. Film

- h. E-Specials
 - i. Weather
 - j. Map/Directions
 - k. Testimonials
 - l. Contact the CVB
3. Pop-Up Survey
- a. Demographic Information
 - b. Geographic Information
 - c. Visit Information
 - d. Follow-up E-Survey to determine close ratio

The design will optimize the ability of the visitor to navigate through the site to maximize the visitor's time by allowing them to find the information they need with as few clicks as possible.

The E-Database collection feature will allow the CVB to continue the communication with the site visitor after their initial visit by alerting them to future special events, offers and special rates provided by CVB members.

The Pop-Up Survey will allow the CVB to determine satisfaction levels of visitors, methods of transportation, length-of-stay, lodging type, activity and plans to return. This information will be utilized to fine-tune future marketing and sales efforts.

ZCOM2 will present a final design to Leon County Tourist Development Council members for review. Once approval is provided, ZCOM2 will deliver the design to Imarcs Group for implementation into their website creation process.

Content Development

Upon completion of the design phase of the website, ZCOM2 will continue to work with the Imarcs Group to develop content for the website. It will be the responsibility of Imarcs Group to implement applications and database related material.

TIMELINE

<u>Who</u>	<u>Event</u>	<u>Work Days</u>
ZCOM2	Information Structure	7
Client	Information Structure Approval	3
ZCOM2	Website Design	15
Client	Website Design Approval	3
ZCOM2	Delivery of Design to Imarcs Group	0

BUDGET

Information Structure	\$4,000
Website Design	\$10,000
Project Management / Content Gathering	<u>\$6,000</u>
TOTAL*	<u>\$20,000</u>

* Additional design and programming hours will be billed at \$120 per hour. An additional hosting plan can be provided by ZCOM2 upon request. All source code files are the property of ZCOM2. Proposal valid for 30 days.

APPROVAL

ZCOM2 is eager to proceed with this project. Please sign this document to convey your approval and fax it to 850-656-4622 or call Chris McLaurin, Project Navigator at 850-877-8896 if you have any questions. Thank You.

Approved By:

Date: